

4-0068

03-17

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

between the

Lumberton Township Board of Education

and the

Florence L. Walther Teachers' Association

1969-70

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGES</u>
I.	Recognition.....	1
II.	Negotiation Procedure.....	2
III.	Grievance Procedure.....	3
IV.	Teacher Rights.....	4
V.	Duty-Free Lunch Periods and Preparation Time.....	5
VI.	Salaries.....	6
VII.	Extra-Curricular Activities.....	7
VIII.	Temporary Leaves of Absence.....	8
IX.	Insurance Protection.....	9
X.	Miscellaneous Provisions.....	10
XI.	Duration of Agreement.....	11

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified personnel whether under contract, or on leave, employed by the Board, including:

Classroom teachers
Art teachers
Music teachers
Nurses
Physical Education teachers
Reading teachers
Speech teachers

- B. Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than November 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- B. During negotiation, the Board and the Association shall present relevant data, exchanging points of view and make proposals and counterproposals.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations as is allowed under Title 18 of the Statutes of N. J.
- D. 1. Representatives of the Board and the Association's negotiating committee shall meet at least twice a year for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
2. Each party shall submit to the other, at least (3) days prior to the meeting, an agenda covering matters they wish to discuss.
3. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.
4. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- F. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either of the parties at the time they negotiated or executed this Agreement.
- G. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

GRIEVANCE PROCEDUREA. DEFINITIONS

1. A "grievance" shall mean a complaint by an employee (1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of the agreement or (2) that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established board policy or administrative practice governing or affecting employees. However, the term "grievance" shall not apply to any matter which (a) a method of review is prescribed by law or State Board Rule having the force and effect of law, or (b) the Board of Education is without authority to act or (c) a complaint of a non-tenure teacher which arises by reason of his not being re-employed. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PROCEDURE1. Level One

A teacher with a grievance shall first discuss it with his principal or immediate superior.

2. Level Two

If the aggrieved person is not satisfied with the disposition of his case at Level One (1) or if no decision is rendered after three (3) days (school days), he may file a grievance in writing to the principal.

3. Level Three

If the aggrieved person is not satisfied with the disposition of his case at Level Two (2) or if no written decision is rendered by the principal after five (5) school days, he may file his grievance in writing with the superintendent of schools.

4. Level Four

If the aggrieved is not satisfied with the disposition of his case at Level Three (3) or if no written decision has been rendered by the superintendent of schools after seven (7) school days, he may refer his grievance to the chairman of the Association committee on Professional Rights and Responsibilities.

GRIEVANCE PROCEDURE

The Professional Rights and Responsibilities Committee may, if it believes the grievance has merit, request the matter be submitted to the Board's committee for Negotiations and Grievances.

The Board's Committee shall meet with the aggrieved and/or his Association's representative within ten (10) school days or notification to the Board's committee. Notification to the Board's committee shall be via the Superintendent of Schools.

5. Level Five

If the decision of the Board's committee not be rendered within ten (10) school days or if the decision reached is not satisfactory, the grievance may be presented to the Commissioner of Education for review.

Should the Commissioner find the grievance is not within his jurisdiction, the grievance may be presented to the Public Employees Relations Commission.

TEACHER RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

DUTY-FREE LUNCH PERIODS AND PREPARATION TIME

- A. Teachers shall have a daily duty-free lunch period of 30 minutes.
- B. Classroom teachers shall in addition to the lunch period, have weekly preparation time during which they shall not be assigned to any other duties.
- C. Exceptions to the provisions of sections A and B may be made in cases of emergency.
- D. Teachers not having homeroom duties shall use the unassigned time between the regular reporting time and the first assigned class and the time between the close of the last assigned class and teacher dismissal time for preparation. This time shall be counted toward compliance with Section B.

SALARY GUIDE

	N.D.	B.	B-10	B-20	B-30	M.	M-10	M-20	M-30
0 -	5900	6500	6600	6700	6800	7100	7200	7300	7400
1 -	6200	6800	6900	7000	7100	7400	7500	7600	7700
2 -	6500	7100	7200	7300	7400	7700	7800	7900	8000
3 -	6800	7400	7500	7600	7700	8000	8100	8200	8300
4 -	7100	7700	7800	7900	8000	8300	8400	8500	8600
5 -	7400	8000	8100	8200	8300	8600	8700	8800	8900
6 -	7700	8300	8400	8500	8600	8900	9000	9100	9200
7 -	8000	8600	8700	8800	8900	9200	9300	9400	9500
8 -	8300	8900	9000	9100	9200	9500	9600	9700	9800
9 -	8600	9200	9300	9400	9500	9800	9900	10000	10100
10 -	8900	9500	9600	9700	9800	10100	10200	10300	10400
11 -	9200	9800	9900	10000	10100	10400	10500	10600	10700

School Nurse to be placed on non-degree teacher guide under the following schedule:

1969-70 - \$7650

A double Increment shall be allowed each year until scale is reached.

EXTRA-CURRICULAR ACTIVITIES

A. Assignment and remuneration for after-school activities that are conducted on a regularly scheduled basis will be negotiated directly between the individual and the Board and is not part of this Agreement.

The establishment and/or discontinuance of these activities is a Board prerogative.

TEMPORARY LEAVES OF ABSENCE

Teachers shall be entitled to the following non-accumulative leaves of absence with full pay during each school year:

A. Death in Immediate Family

A maximum of 5 days per year will be allowed for death in the immediate family. Immediate family shall consist of parent, child, spouse, brother, sister, grandchild, spouse's parent, or person residing in the employee's home.

B. Serious Illness in Immediate Family

A maximum of 3 days per year will be allowed for serious illness in the immediate family.

Serious illness is considered to be one requiring hospitalization and/or major surgery.

When possible, requests for this leave should be made 24 hours in advance of the date requested.

Immediate family shall be the same as that defined in Article VIII-A.

C. Business Days

A maximum of 2 business days per year is allowed to meet emergency situations. A business day is considered to be a day to conduct business that cannot be conducted at any other time and covers the following situations:

1. Graduation exercises if the graduate is the employee or the employee's spouse, child, brother, sister, or grandchild.
2. Marriage of the employee or the employee's son, daughter, brother, sister, or grandchild.
3. Court appearance by order of the court (teachers are excused from jury duty) defendant, complainant, witness etc.
4. Birth of a child to the employee's spouse or child.
5. Property transactions involving the closing of real estate property owned by or to be purchased by the employee.

Requests for business days must be submitted to the principal in writing 24 hours in advance of the day requested except in C-4.

Requests for days other than those listed under Article VIII-C will be considered separately and, if granted, that criteria will be added to the list.

INSURANCE

- A. Enrollment of all teachers covered by the Agreement in the New Jersey Public and School Employees Health Plan.

Coverage is limited to the Basic Plan - Blue Cross and Blue Shield with Rider J.

(Only the employee is covered by plan and the total cost per employee shall not exceed \$7.45 per month or \$89.40 per year.)

The employee may purchase Major-Medical Insurance and/or Family Coverage at his own expense.

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1969 and shall continue in effect until June 30, 1970, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. The Agreement is tentative pending passage of the proposed school budget. Should the budget for the school year 1969-70 be defeated, the agreement shall become null and void and negotiations reopened.
- C. In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

Florence L. Walther Teachers' Assoc. Lumberton Board of Education

By _____
(President)

By _____
(President)

By _____
(Secretary)

By _____
(Secretary)